
**SALE OF SURPLUS REAL ESTATE LOCATED ON
BRANCH HILL-MIAMIVILLE ROAD IN MIAMI TOWNSHIP
PARCEL NUMBER 18-25-18D-259.**

BOARD OF COUNTY COMMISSIONERS

Robert L. Proud
Edwin H. Humphrey
David H. Uible

Date: October 22, 2012

DIRECTOR OF UTILITIES/SANITARY ENGINEER

Lyle G. Bloom, P.E.

ASSISTANT SANITARY ENGINEER

Chris Rowland, P.E.

**CLERMONT COUNTY WATER RESOURCES DEPARTMENT
SANITARY ENGINEERING DIVISION**

4400 Haskell Lane
Batavia, Ohio 45103
(513) 732-8864

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NOTICE OF SALE OF SURPLUS REAL ESTATE

The Board of Clermont County Commissioners will be accepting sealed bids for the sale of real estate no longer necessary for public use pursuant to and in compliance with Sections 307:09 and 307.10 of the Ohio Revised Code. All bids shall be submitted in a sealed envelope marked: **"BID: 0.275 ACRES SURPLUS REAL ESTATE ON BRANCH HILL-MIAMIVILLE ROAD, LOVELAND, OHIO 45140"**. All bids must be received in the office of the Board of Clermont County Commissioners, 101 East Main Street, 3rd Floor, Batavia, Ohio 45103, no later than **2:00 P.M. Local Time on Thursday, December 13, 2012**, at which time all bids shall be publicly opened and read aloud.

Property being sold is located on Branch Hill-Miamiville Road in Miami Township, County of Clermont, and is described as 0.275 acres of land being Parcel Number 18-25-18D-259. Property can be reviewed by visiting the website of the County Auditor and Recorder on the Clermont County Home Page at the following link: www.clermontcountyohio.gov. Minimum acceptable bid for the property will be \$4,800.00.

The information for Bidders, including Form of Bid and Contract, are available on the Water Resources Department website at the following URL link: <http://wrd.clermontcountyohio.gov> or at the Water Resources Department, 4400 Haskell Lane, Batavia, Ohio 45103, phone number (513) 732-8864, fax number (513) 732-7310. Office hours are Monday through Friday from 8:00 A.M. to 4:30 P.M.

Terms and Conditions of Sale: The surplus real estate shall sell in its present state and condition (AS IS). Restrictions, easements, and zoning ordinances pass with title. The buyer pays 10% of the purchase price as a down payment deposit with their bid, made payable to the Clermont County Treasurer, in the form of a certified check, cashier's check or cash. The buyer shall have thirty (30) days from acceptance of their bid to pay the balance and complete the property sale transaction with the County. There is no financing contingency in the purchase contract. Other terms and conditions are detailed in the bid package.

The Board of Clermont County Commissioners reserves the right to reject any or all bids for the parcel of real estate and to award the bid to the highest responsible bidder.

This notice will also be posted on Clermont County's website at the following URL link: www.clermontcountyohio.gov. In order to view the legal notice please click on the link "Legal Notices" located on the Clermont County Home Page.

BOARD OF COUNTY COMMISSIONERS
CLERMONT COUNTY, OHIO

Robert L. Proud, President
Edwin H. Humphrey, Vice President
David H. Uible, Member

ATTEST:


Judith Kocica, Clerk of the Board

Bill To: Clermont County Water Resources Dept.
Attn: Construction Engineering Division
4400 Haskell Lane
Batavia, Ohio 45103

GENERAL INSTRUCTIONS TO BIDDERS

Bid: **SALE OF SURPLUS REAL ESTATE LOCATED ON BRANCH HILL-MIAMIVILLE ROAD IN MIAMI TOWNSHIP (PARCEL NUMBER 18-25-18D-259.)**

All bids submitted for consideration by the Board of Clermont County Commissioners must comply with these instructions in order to be considered. These instructions set forth minimum requirements as the terms and conditions of the purchase.

1. **Receipt and Opening of Bids**

The Clermont County Board of Commissioners, (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of the County Commissioners until **2:00 P.M.** Local Time on **December 13, 2012**, and then at said office publicly opened and read aloud. The envelopes containing the bid in **DUPLICATE** (one (1) original and one (1) copy) must be sealed, bearing on the outside of the envelope the name of the Bidder, address, and marked: **"BID: 0.275 ACRES SURPLUS REAL ESTATE ON BRANCH HILL-MIAMIVILLE ROAD, LOVELAND, OHIO 45140"**. The sealed envelopes shall be addressed to the Clermont County Commissioners at 101 East Main St., Batavia, Ohio 45103. If forwarded by mail, the sealed envelope containing the bid shall be enclosed in a separate envelope addressed as specified above.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid for a period of 60 days after the actual date of the opening thereof.

2. **Preparation of Bid**

Each bid must be submitted on the prescribed Bid Proposal form on Page 4. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

3. **Bid Guaranty**

Each person bidding for a contract to purchase the surplus real estate is required to file with his bid a bid guaranty either in the form of a certified check, cashier's check, or cash in an amount equal to ten (10) percent of the bid amount, with the remainder to be paid in full in thirty (30) days. Provided the bid is accepted and the successful bidder fails to enter into a contract to purchase in substantially the form provided in this bid package, then the ten (10) percent deposit shall be forfeited as partial liquidated damages.

4. **Examination of Site**

The Bidder is expected to examine carefully the site of the surplus property. The submission of a bid shall be considered evidence that the Bidder has made such examination and is satisfied as to the status of the property. The property is to be sold in an (AS IS) condition. Restrictions, easements, and zoning ordinances pass with title.

5. **Award of Bid**

The County intends to accept the highest responsible bid, pursuant to and in compliance with Section 309.10 of the Ohio Revised Code.

The Board of Clermont County Commissioners reserves the right to waive any informalities, to reject any or all bids, to accept any bid which may be deemed to be for the best interest of the County and to hold such bids for a period of sixty (60) days before taking any action.

The minimum acceptable bid for the property is four thousand eight hundred dollars (\$4,800.00).

The Board of Commissioners further reserves the right to conduct such investigations and meetings as it deems necessary after receipt of bids to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidders.

All materials and exhibits submitted in the bid response shall become the property of Clermont County and will not be returned to the bidder. All bids received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to the requirements of Section 149.43 of the Ohio Revised Code. Any portion of the bid that the bidder requires to be treated as confidential in nature must be marked to that effect and provided that the information falls within an appropriate exemption enumerated under Section 149.43 of the Ohio Revised Code, that portion will not be considered public record. **A blanket indication of confidentiality or privilege will not be accepted and unless specific materials that fall within the appropriate statutory exemption are identified, the entire bid response will be treated as public record.**

6. **Terms and Conditions of Sale**

Upon award of the bid to the highest responsible bidder, the buyer shall have thirty (30) days from acceptance of their bid by the Board of County Commissioners to pay the balance due and complete the property sale transaction.

Each party shall be responsible for their respective legal fees and shall bear the cost of any title examinations, title insurance, including any preliminary title bindery if selected by the party.

The possession of the property conveyed herein shall be effective upon the date of closing.

BID PROPOSAL

Date: _____

Proposal of _____,
(Insert Bidder's Name)

TO: The Board of County Commissioners, Clermont County, Ohio (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with the advertisement for bids for the sale of real estate described as:

**SALE OF SURPLUS REAL ESTATE LOCATED ON
BRANCH HILL-MIAMIVILLE ROAD IN MIAMI TOWNSHIP
PARCEL NUMBER 18-25-18D-259.**

and having examined the site of the proposed real estate consisting of 0.275 acres of land located on Branch Hill-Miamiville Road, and being familiar with all of the conditions surrounding said real estate, hereby proposes to purchase said property from the County at the price stated below:

Total Bid in Figures \$ _____

Total Bid in Words: _____

The Bidder hereby files with their bid the accompanying certified check, cashier's check, or cash in the amount of ten percent (10%) of their bid in the amount of \$ _____ as a guarantee that if the Proposal is accepted a contract substantially in the form of the Sample Contract included in the bid package will be entered into. It is understood that if this bid is accepted, the undersigned will enter into said contract, otherwise the Bid Guarantee will be forfeited.

The successful bidder shall have thirty (30) days from acceptance of its bid to pay the balance of the purchase price (bid amount) and complete property sale transaction with the County.

Bidder understands that the Owner reserves the right to reject any or all bids for the parcel of real estate and to waive any informalities in the bidding process.

Respectfully submitted;

(Bidder Typed Name)

(Bidder Signature)

(Bidder Address)

(Phone Number)

CONTRACT FOR PURCHASE OF REAL PROPERTY

THIS AGREEMENT, is entered into by and between the Board of County Commissioners of Clermont County, Ohio, whose address is 101 East Main Street, Batavia, Ohio 45103 (hereinafter referred to as the "Board") and _____ (a, an) _____ (individual, partnership, corporation, etc.) whose address is _____ (hereinafter referred to as "Buyer").

RECITALS

WHEREAS, the Board has undertaken pursuant to Section 307.10 of the Ohio Revised Code to divest surplus real estate no longer needed for public use described as follows:

0.275 ACRES SURPLUS REAL ESTATE ON BRANCH HILL-MIAMIVILLE ROAD IN MIAMI TOWNSHIP, and being Parcel Number 18-25-18D-259. and is more particularly described in the attached Exhibit "A" (hereinafter the "Property").

WHEREAS, the Board pursuant to Ohio law undertook to authorize public bids for the sale of the Property in Resolution Number _____-12, adopted on _____, 2012; and

WHEREAS, pursuant to said Resolution Number _____-12, the sale was advertised once a week for four consecutive weeks in a newspaper of general circulation in the County (Copy of advertisement attached hereto as Exhibit "B"); and

WHEREAS, pursuant to the terms and conditions of such public sale as described in the attached Exhibit "B", Buyer submitted a valid bid together with approximate surety in conformity with all specifications and in a timely manner consistent with the requirements of such public bidding; and

WHEREAS, the Board subsequent to the receipt of such bid determined that it was the highest bid received and that the bid was in conformity with the bid specifications and other legal requirements, and further determined that it was in the best economic interest of the County to accept the bid.

NOW, THEREFORE, in consideration of the mutual covenants contained in this agreement, the Board and Buyer agree as follows:

AGREEMENT TO CONVEY

1.01 Pursuant to Section 307.10 and the public bidding process referenced above, the Board agrees to convey to Buyer the Property, together with any improvements thereon and all appurtenant rights thereto, via a recordable limited warranty deed and, Buyer agrees to purchase the Property, subject to the additional terms and conditions described below.

PURCHASE PRICE

2.01 The Purchase Price for the Property shall be the sum of _____ dollars (\$ _____). Buyer has previously deposited _____ dollars (\$ _____) with the Board, representing a ten percent (10%) down payment toward the Purchase Price. The balance of the Purchase Price shall be paid in full at closing by certified check, cashier's check or cash.

CONDITIONS TO OBLIGATIONS OF BUY AND SELLER

3.01 This contract is specifically not contingent upon Buyer obtaining financing.

REPRESENTATIONS AND WARRANTY OF PARTIES

4.01 Buyer has examined the Property involved and is purchasing it "AS IS" in its present condition. Buyer is relying solely upon such examination as to the condition, character, size and utility of the Property and not upon any representations by any agent of the Board involved, who shall not be held responsible for any defects in the real estate.

PRORATIONS

5.01 All taxes and assessments, both general and special, shall be pro-rated on a calendar year basis as of the date of closing.

EXPENSES OF CLOSING

6.01 Each party shall be responsible for their respective legal fees and shall bear the cost of any title examinations, title insurance, including any preliminary title bindery if selected by the party.

POSSESSION

7.01 The possession of the Property conveyed herein shall be effective upon the date of closing.

CLOSING

8.01 The transaction herein contemplated shall close on or before _____, 2013, with the closing taking place at the Office of the Clermont County Prosecuting Attorney, whose address is 101 East Main Street, Batavia, Ohio 45103, or at such mutually agreeable time and place as selected by both parties.

MISCELLANEOUS

9.01 Time is expressly declared to be of the essence of this agreement.

9.02 This agreement has been executed by the parties by their respective governing authority on the date set forth below their respective signatures.

9.03 This agreement, with the attached exhibits which are incorporated herein, constitute the entire agreement between the parties and supersedes all previous agreements and understanding, both written and oral between the parties with respect to the subject matter hereof. Upon acceptance, this offer shall become binding upon and accruing to the benefit of Board and Buyer and their respective heirs, executors, administrators and assigns.

9.04 If any provision of this agreement shall be held or deemed to be, or shall be in fact be inoperative or unenforceable as applied to any particular case for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in either case or circumstance, or rendering any other provision or provisions herein contained invalid, inoperable or unenforceable to any extent whatsoever. The validity or unenforceability of any one or more provisions of this agreement shall not affect the remaining provisions in this agreement or any part thereof.

9.05 In the event this Contract to Purchase Real Estate does not close for any reason other than as agreed, the Deposit referenced in Paragraph 2.01 will be forfeited as partial liquidated damages, without affecting any of the Board's further remedies.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement by the respective governing offices or boards on the dates set forth below their signatures.

**BOARD OF COUNTY COMMISSIONERS
OF CLERMONT COUNTY OHIO**

BUYER

Robert L. Proud, President

By:

Edwin H. Humphrey, Vice President

Date: _____

David H. Uible, Member

Date: _____

ATTEST:

Judith Kocica, Clerk
Board of County Commissioners
Clermont County, Ohio

Approved as to form by the Office of the
Clermont County Prosecutor

Allan Edwards, Ass't Prosecuting Attorney

Date: _____

EXHIBIT "A"

Situated in Military Survey No. 1017, located in Miami Township, Clermont County, Ohio, and being more particularly described as follows:

Beginning at a nail and tin cap in the centerline of the Branch Hill-Miamiville Road, said nail and tin cap being northerly 536.6 ft., measured along the centerline of the Branch Hill-Miamiville Road, from the intersection of the centerlines of Fieldcrest Lane and the Branch Hill-Miamiville Road; thence N. $0^{\circ} 15'$ E. 100.00 ft. with the centerline of the Branch Hill-Miamiville Road to another nail and tin cap; thence S. $89^{\circ} 45'$ E. 120.00 ft., passing a steel pin at 20.00 ft. to another steel pin in the N.E. corner of this Parcel; thence S. $0^{\circ} 15'$ W., 100.00 ft. to another steel pin at the S.E. corner of this parcel; thence N. $89^{\circ} 45'$ W. 120.00 ft., passing an existing pipe at 99.50 ft. and also passing a steel pin at 100.00 ft. to the place of beginning at the S.W. corner of this parcel and containing 0.275 acres of land, subject to all legal highways, easements and restrictions of record.

The above described real estate is the same premises owned by the Board of County Commissioners, Clermont County, Ohio, as described and recorded in Deed Book 385, Page 308, of the Clermont County, Ohio, Deed Records and identified as Parcel Number 18-25-18D-259. on the Tax Maps of said County.

Being the result of a survey made by B.M. Barbeau, C.E., P.E., 2891 BCM Survey No. T9, dated February 18, 1959.

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